

**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR PROPOSALS (RFP-2017-OCOM-01-CONSUL)

FOR

Consultant for Public Assistance Cost Allocation Plan (PACAP)

December 21, 2016



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1. INTRODUCTION

1.1. Overview

This Request for Proposals is published to solicit proposals from vendors for the provision of Public Assistance Cost Allocation Plan consulting services in order to design, develop, and implement a cost allocation plan that will maximize public assistance funds for programs administered by the Department. The plan must be in compliance with:

- Current OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix VI to Part 200- - Public Assistance Cost Allocation Plans,
- Previous Code of Federal Regulations, Title 45- Public Welfare and Human Services, Part 95 Grant Programs, Subpart E – Cost Allocation Plans, Section 95.509.

The Department is seeking a vendor to:

- Review the cost allocation plan as it exists.
- Compare the plan to where the Department is today.
- Review and revise all measurables and adjustments so that they reflect the Department's current operation.
- Update/write a new Public Assistance Cost Allocation Plan (PACAP).

The Department is seeking a vendor that can provide the following skills/experience/knowledge:

- Demonstrated experience with state and federal government budgeting exercises.
- Extensive knowledge and understanding of public assistance cost allocation plans.
- Extensive knowledge of OMB 2 CFR Part 200 (Uniform Guidance) requirements.
- Experience with identifying opportunities for process improvement and revenue enhancements for public assistance programs.
- Ability to meet federal reporting and audit requirements
- Ability to collaborate with various Department staff with various level of cost allocation expertise.
- Ability to interpret federal and state regulations in order to maximize federal public assistance funds.



1.2. Request for Application Terminology

See Appendix E, Acronyms List

1.3. Contract Period

The Contract resulting from this RFP will be effective January 1, 2017 or upon the date of Governor & Executive Council approval, whichever is later through September 30, 2018.

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory vendor performance, continued funding, and Governor and Executive Council approval.



2. BACKGROUND

The current Public Assistance Cost Allocation Plan (PACAP) of the New Hampshire Department of Health and Human Services (DHHS or the Department) is based on reorganization from January 9, 1996 and is codified under Chapter 310, State of New Hampshire Laws of 1995. The Department, under the direction of the Commissioner, was organized to provide a comprehensive and coordinated system of health and human services as needed to promote and protect the health, safety and well-being of the citizens of New Hampshire. Such services are directed at supporting families, strengthening communities, and developing the independence and self-sufficiency of New Hampshire citizens to the extent possible.

The Department submitted its Public Assistance Cost Allocation Plan (PACAP or the Plan) to describe the organizational structure of the Department, the programs, services and grants for which the Department is responsible, the interagency agreements with other Departments, and the cost allocation methods used by the Department.

Like its predecessors, this updated PACAP was prepared for the U.S. Department of Health and Human Services (USDHHS) pursuant to the following documents:

- Title 7 Code of Federal Regulations,
- Title 42 Code of Federal Regulations,
- Title 45 Code of Federal Regulations,
- USDHHS Grants Administration Manual, and
- Implementation Guide for Office of Management and Budget (OMB) Circular A-87 – also known as Assistant Secretary for Management and Budget (ASMB) C-10.

The purpose of the PACAP is to document the federal, state and other funded programs administered by the Department, and the procedures by which the program services and administrative costs of DHHS are allocated to these programs.

The Department's PACAP should describe the organization to the level of detail required to support the cost allocation methodologies. The narrative description of each unit's functions should include a brief description of the allocation methodology. The Department currently presents its allocation methodologies using the following three categories:

- 1) People – represents an allocation of costs based on filled positions,
- 2) Time – represents an allocation of costs based on the measurement of time, and
- 3) Transactions – represents an allocation of costs based on quantifiable data.

DHHS has a Financial Allocation and Reporting System (FARS) that provides the capability to distribute financial information (budget, revenue, expenditure, etc.) across various programs, services and grants (known in the Department as "columns") at the determined rate of distribution and for each "column" at the defined rate of distribution for the source of funds (federal, general and other).



3. SCOPE OF SERVICES

3.1. Scope of Work

3.1.1. The selected vendor must be knowledgeable and experienced in cost allocation principles. The selected vendor must be able to demonstrate an ability to design, develop, and implement a public assistance cost allocation plan in compliance with OMB 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix VI to Part 200- - Public Assistance Cost Allocation Plans.

3.1.1.1. The selected vendor must review the Department's cost allocation measurables to ensure they are effective and reasonable and create/revise as necessary.

3.1.1.2. The selected vendor must review the Department's cost allocation model for compliance, efficiency, and effectiveness.

3.1.1.3. The selected vendor must provide recommendations to the Department's PACAP Task Force to enhance general cost allocation practices and maximize federal reimbursements. Recommendations of a planning methodology must be provided in a coherent format.

3.1.1.4. The selected vendor must design a Cost Allocation Plan to incorporate changes, including organizational and program level changes that is compliant with state and federal regulations.

Q1. Describe your experience with designing a Cost Allocation Plan. Identify a minimum of 3 similar projects you have worked on within the last two (2) years. Include the name and contact information of the program lead for whom you provided services.

3.1.2. The Contractor, with support from the Department, will be responsible for project planning for, and project management of, the Public Assistance Cost Allocation Plan (PACAP). The selected vendor will:

3.1.2.1. Manage the development of the CAPAC for implementation by using a collaborative approach that ensures activities and tasks are shared across the Department and stakeholder work groups.

3.1.2.2. Design a proposed Project Plan that includes the milestones, key activities, ownership (State, Contractor or third party) for all proposed activities known, as of the contract effective date, within thirty (30) days of the contract effective date.

3.1.2.3. Determine existing State transformational efforts by utilizing existing resources or new analyses. The Contractor shall:

3.1.2.3.1. Assess the adequacy of the Department's current PACAP.



- 3.1.2.3.2. Identify opportunities for improvement.
- 3.1.2.3.3. Analyze levers available to the Department for developing and implementing a more effective PACAP and manageable.
- 3.1.2.4. Collaborate with the Department to develop a Kick-Off meeting agenda and must facilitate the Kick-Off meeting no later than thirty (30) days from the contract effective date. The selected vendor must:
 - 3.1.2.4.1. Present the proposed Project Plan described in Section 3.1.2.2.
 - 3.1.2.4.2. Present the proposed Project Plan timeline.
 - 3.1.2.4.3. Adjust the Project Plan and timeline according to Department needs.
- 3.1.2.5. Convene monthly meetings with key stakeholders identified in the Kick-Off meeting. The selected vendor must ensure attendance includes, but is not limited to:
 - 3.1.2.5.1. Financial Managers.
 - 3.1.2.5.2. Budget Team members.
 - 3.1.2.5.3. Staff in Reporting and Analysis.
 - 3.1.2.5.4. The Department's CFO.
 - 3.1.2.5.5. Other keys stakeholders as identified by the Department.
- 3.1.2.6. Update the Project Plan on a monthly basis. The selected vendor must ensure updates include, but are not limited to:
 - 3.1.2.6.1. Additional plan activity details as more project information becomes available.
 - 3.1.2.6.2. Status of milestones and activities identified as either not started, in progress, completed, or at risk of slipping behind schedule.
- 3.1.2.7. Submit a Monthly Status Report that summarizes accomplishments for the previous month, plans for the current month, and highlights key issues, opportunities and risks that must be addressed

Q2. *Provide your proposed project plan. Include timelines and deliverables.*

- 3.1.3. The selected vendor must develop and utilize a project approach that includes, but is not limited to:
 - 3.1.3.1. Compliance with state, federal, administrative laws.



- 3.1.3.2. An increase in recovery of Federal Fund expenditures to the greatest extent possible.
- 3.1.3.3. Cost allocation process that will accommodate future changes in programs and organization.
- 3.1.4. The selected vendor shall develop an evaluation of the Department's cost allocation model. The evaluation shall assess and identify the following:
 - 3.1.4.1. Opportunities for maximizing the recovery of expenditures.
 - 3.1.4.2. Opportunities to streamline the process.
 - 3.1.4.3. Direct and allocated expenditures/costs.
 - 3.1.4.4. Cost reimbursement practices.
 - 3.1.4.5. All costs subject for qualification of allocation.
- 3.1.5. The selected vendor shall research, develop, and provide the Department with alternative methods and/or processes available for a cost allocation model.
 - 3.1.5.1. The selected vendor shall perform quarterly reviews in accordance with OMB CFR 200. The reviews will include, but not be limited to sufficiently detailed Organization chart.
 - 3.1.5.2. Allocated central services.
 - 3.1.5.3. Billed services.
 - 3.1.5.4. Required certification.
- 3.1.6. The selected vendor shall be available on site when required by the Department.
- Q3.** *Describe your current knowledge regarding development of cost allocation plans for public assistance program funds.*
- Q4.** *Provide your proposed plan to ensure all agencies within the Department are included in the development of the new PACAP.*
- Q5.** *How will you minimize disruption to Department staff business while accessing information to construct the new PACAP? Include your proposed plan to conduct meetings with staff, supervisors and administrators.*
- Q6.** *Provide your proposed staffing plan. Include your organizational chart, job descriptions for vacant positions and resumes for filled positions.*
- Q7.** *Describe your knowledge of state and federal rules and laws applicable to federal funding sources.*



4. FINANCE

4.1. Financial Standards

The duration of the contract is subject to availability of funds. The Department may renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

4.2. Funding Sources

The scope of work will be funded with federal and general funds. Department access to supporting federal funding is dependent upon meeting the requirements set forth in the Catalogue for Domestic Assistance (CFDA)

5. PROPOSAL EVALUATION

5.1. Technical Proposal

Experience (Q1)	200 Points
Proposed Overall Project Plan (Q2)	75 Points
Current Knowledge (Q3, Q7)	100 Points
Department Collaboration (Q4, Q5)	150 Points
Staffing Plan (Q6)	75 Points

5.2. Cost Proposal

Budget, Staff Form	150 Points
Narrative	100 points
Total Points	850 Points



6. PROPOSAL PROCESS

6.1. Contact Information–Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Denise Sherburne
Procurement Coordinator
Brown Building
129 Pleasant Street
Concord, New Hampshire 03301
Email: Denise.Sherburne@dhhs.nh.us
Phone: 603-271-9540

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Any contact regarding this RFP with any State personnel not listed above could result in disqualification. The State shall not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	12/21/2016
2.	OPTIONAL Letter of Intent Submission Deadline	12/28/2016
3.	RFP Questions Submission Deadline	01/03/2017
4.	DHHS Response to Questions Published	01/06/2017
5.	Technical and Cost Bids Submission Deadline	2:00 PM 01/20/2017



6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is optional.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. Bidders' Conferences

There is no Conference scheduled for this procurement.

6.4.3. DHHS Answers



DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. [IF A BIDDERS CONFERENCE IS NOT BEING HELD, DELETE "Oral answers given in the Bidders Conferences are non-binding."] Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with RFP-2017-OCOM-01-CONSUL.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.



6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.



Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice



If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.



6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.

Proposals must conform to all instructions, conditions, and requirements included in the RFP.

Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.

Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.

Fax or email copies will not be accepted.

Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

Original copies of Technical and Cost Proposals in separate three-ring binders.

Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

Major sections of the Proposal separated by tabs.

Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

Font size of 10 or larger.

7.1.3. Technical Proposal

Original in 3 ring binder marked as "Original."

The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

4 copies in bound format marked as "Copy."

1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

Front cover labeled with:



Name of company / organization;
RFP#; and
Technical Proposal.

7.1.4. Cost Proposal

Original in 3 ring binder marked as "Original."

A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

2 copies in bound format marked as "Copy."

1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

Front cover labeled with:

Name of company / organization;
RFP#; and
Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:

(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;



- v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
- vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
- vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
- viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
- ix. Date Proposal was submitted; and
- x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:



- i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Company background and primary lines of business;
 - iv. Number of employees;
 - v. Headquarters and Satellite Locations;
 - vi. Current project commitments;
 - vii. Major government and private sector clients; and
 - viii. Mission Statement.
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.
- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes



Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8.Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9.License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A

7.2.3. Cost Proposal Contents – Detail

7.2.3.1.Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements. Cost proposals must include a narrative that explains all budget line items identified in the budget form. Additionally, vendors must indicate how many FTEs or FTE equivalents are represented in the budget form and/or staff form.

7.2.3.2.Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.



Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

- a. Budget Form, Appendix C
- b. Personnel Sheet, Appendix D
- c. Budget Narrative that describes expenses in Appendix C and Appendix D



8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Liquidated Damages

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – Budget

9.4. Appendix D – Personnel Sheet

9.5. Appendix E – Acronyms List

9.6. Appendix F – Organizational Charts (Then & Now)

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <div style="text-align: right;">Date: _____</div>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ Director, On: _____ </div>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) <div style="display: flex; justify-content: space-between;"> By: _____ On: _____ </div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Appendix B

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: _____

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Date _____



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: _____

Date

Name:
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

#DIV/0!

Appendix D

Program Staff List						
New Hampshire Department of Health and Human Services						
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR						
Proposal Agency Name: _____						
Program: _____						
Budget Period: _____						
A	B	C	D	E	E	F
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period	Site*
Example:						
Program Coordinator	Sandra Smith	\$21.00	40	\$43,680	\$43,680	
Administrative Salaries						
Total Admin. Salaries				\$0	\$0	
Direct Service Salaries						
Total Direct Salaries				\$0	\$0	
Total Salaries by Program				\$0.00	\$0.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

***Please list which site(s) each staff member works at, if your agency has multiple sites.**

Appendix E - Acronyms List

New Hampshire Department of Health and Human Services
Public Assistance Cost Allocation Plan
Effective July 1, 2007
Exhibit B

ACRONYMS

ACRONYM	DESCRIPTION
AAPDU	Annual Advance Planning Document Update
AAU	Administrative Appeals Unit
ABAWD	Able Bodied Adults With Disabilities
ABD	Acquired Brain Disorder
ABE	Adult Basic Education
ABLES	Adult Blood Lead Surveillance
ACCES	Achieving Community Centered Excellence in Services
ACF	Administration for Children and Families
ACR	Administrative Case Review
AD	Application Development
ADA	Americans with Disabilities Act
ADP	Automated Data Processing
ADRD	Alzheimer's Disease and Related Disorders
AFCARS	Adoption and Foster Care Analysis and Reporting System
AFD	ACCES Front Door
AFDC	Aid to Families with Dependent Children
AFSA	Audit Fund Set Aside
AG	Attorney General
AIDS	Acquired Immune Deficiency Syndrome
AIHC	Adult In Home Care
AIPP	Adoption Incentive Payment Program
AIR	Artist in Residence
ANB	Aid to the Needy Blind
AOA	Administration on Aging
AOC	Administrative Office of the Courts
AOR	Authorized Organization Representative
APD	Advanced Planning Document
APDU	Advance Planning Document Update
APHL	Association of Public Health Laboratories
APR	Annual Performance Report
APS	Acute Psychiatric Services
APS/FO	Adult Protective Services/Field Operations
APSW	Adult Protective Social Worker
APTD	Aid to the Permanently and Totally Disabled
ASA	Audit Set Aside
ASD	Agency Software Division
ASDC	Administrative Services Data Center
ASMB	Assistant Secretary for Management and Budget
ASO	Administrative Service Organization
ASPR	Assistant Secretary for Preparedness and Response
ATM	Automated Teller Machine
ATSDR	Agency for Toxic Substances and Disease Registry
B & C	Breast and Cervical
BA	Business Associate
BAA	Business Associate Agreement

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New Hampshire Department of Health and Human Services
Public Assistance Cost Allocation Plan
Effective July 1, 2007
Exhibit B

ACRONYM	DESCRIPTION
BBH	Bureau of Behavioral Health
BCCL	Bureau of Child Care Licensing
BCCP	Breast and Cervical Cancer Program
BCDCS	Bureau of Communicable Disease Control and Surveillance
BCHS	Bureau of Community Health Services
BCP	Bureau of Child Protection
BCR	Bureau of Community Relations
BDM	Bureau of Data Management
BDS	Bureau of Developmental Services
BEAS	Bureau of Elderly and Adult Services
BENDEX	Beneficiary and Earnings Data Exchange System
BF	Breast Feeding
BFA	Bureau of Finance and Administration
BFP	Bureau of Food Protection
BFPC	Breast Feeding Peer Counseling
BH	Behavioral Health
BHFA	Bureau of Health Facilities Administration
BHFA-C	Bureau of Health Facilities Administration – Certification
BHFA-L	Bureau of Health Facilities Administration – Licensing
BHHS	Bureau of Homeless and Housing Services
BHPI	Behavioral Health Policy Institute
BHPR	Bureau of Healthcare Planning and Research
BHR	Bureau of Human Resources
BHRM	Bureau of Human Resource Management
BHSDM	Bureau of Health Statistics and Data Management
BI	Business Intelligence
BII	Bureau of Improvement and Integrity
BIS	Business Information Systems
BLC	Bureau of Licensing and Certification
BLS	Bureau of Labor Statistics
BOA	Bureau of Administration
BPCP	Bureau of Policy and Community Planning
BPPM	Bureau of Policy and Performance Management
BQI	Bureau of Quality Improvement
BRFSS	Behavioral Risk Factor Surveillance System
BRM	Business Reply Mail
BSDT	Bureau of Staff Development and Training
BSW	Bachelor of Social Work
BT	Bioterrorism
BVR	Bureau of Vital Records
CADD	Computer Aided Design and Drafting
CAP	Cost Allocation Plan
CAPTA	Child Abuse Prevention and Treatment Act
CARE	Comprehensive Acquired Immune Deficiency Syndrome Resource Emergency
CBO	Community Based Organizations
CBT	Competency-Based Training Program
CCDF	Child Care Development Fund
CCL	Child Care Licensing
CCP	Comprehensive Cancer Plan

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New Hampshire Department of Health and Human Services
Public Assistance Cost Allocation Plan
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Exhibit B

ACRONYM	DESCRIPTION
CD	Chronic Disease
CDB	Child Development Bureau
CDC	Centers for Disease Control and Prevention
CDF	Client Data Form
CDPC	Chronic Disease Prevention and Control
CE	Covered Entity
CE	Current Expense
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CFS	Child and Family Services
CHA	Community Health Agency
CHAP	Child Health Assurance Program
CHI	Community Health Institute
CHINS	Child in Need of Services
CHIP	Children's Health Insurance Program
CHIS	Comprehensive Health Information System
CIO	Chief Information Officer
CIP	Catastrophic Illness Program
CIS	Children's Information System
CLIA	Clinical Laboratory Improvement Amendments
CLL	College for Lifelong Learning
CLPPP	Childhood Lead Poisoning Prevention Program
CMH	Community Mental Health
CMHC	Community Mental Health Center
CMHS	Community Mental Health Services
CMIA	Cash Management Improvement Act
CMS	Centers for Medicare and Medicaid Services
COHAP	Children's Oral Health Access Program
COLA	Cost of Living Adjustment
COM	Common
CON	Certificate of Need
CPA	Certified Public Accountant
CPSW	Child Protective Service Worker
CPT	Current Procedural Terminology
CQA	Current Quarter Adjustment
CRI	Cities Readiness Initiative
CSBG	Community Services Block Grant
CSD	Children with Severe Disabilities
CSE	Child Support Enforcement
CSFP	Commodity Supplemental Food Program
CSHCN	Children with Special Health Care Needs
CSO	Child Support Officer
CSPPD	Community Services Policy and Program Development
CTS	Case Tracking System
CWLA	Child Welfare League of America
DAS	Department of Administrative Services
DB	Database
DCA	Data Center Administration
DCA	Division of Cost Allocation

Appendix E - Acronyms List

New Hampshire Department of Health and Human Services
Public Assistance Cost Allocation Plan
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ACRONYM	DESCRIPTION
DCBCS	Division of Community Based Care Services
DCSS	Division of Child Support Services
DCYF	Division for Children, Youth and Families
DDC	Developmental Disabilities Council
DDI	Design, Development and Implementation
DDU	Disability Determination Unit
DEP	Diabetes Education Program
DES	Department of Environmental Services
DFA	Division of Family Assistance
DHCP	Dynamic Host Configuration Protocol
DHHS	Department of Health and Human Services (NH)
DJJS	Division for Juvenile Justice Services
DM	Disease Management
DMC	Disproportionate Minority Confinement
DMU	Data Management Unit
DNS	Domain Naming System
DO	District Office
DOC	District Office Coordinator
DOC	Department of Corrections
DOE	Department of Education
DOI	Department of Insurance
DoIT	Department of Information Technology
DOJ	Department of Justice
DOL	Department of Labor
DOS	Department of Safety
DOT	Department of Transportation
DPH	Division of Public Health
DPHS	Division of Public Health Services
DRA	Deficit Reduction Act
DRA	Department of Revenue Administration
DRED	Department of Resources and Economic Development
DRF	Designated Receiving Facility
DRG	Diagnostic Related Group
DSH	Disproportionate Share Hospitals
DSS	Decision Support Services
DTS	Desktop Technical Services
DUAL	Medicaid/Medicare Dual Eligible
DWI	Driving While Impaired
DWS	Data Warehouse Services
DYDS	Department of Youth Development Services
E&TP	Education and Training Partnership
EAA	Embedded Agency Application
EAD	Enterprise Application Development
EAP	Employee Assistance Program
EBFPC	Enhanced Breast Feeding Peer Counselor
EBT	Electronic Benefit Transfer
ECE	Early Childhood Education
EDW	Enterprise Data Warehouse
EDR	Electronic Death Registration

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New Hampshire Department of Health and Human Services
Public Assistance Cost Allocation Plan
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Exhibit B

ACRONYM	DESCRIPTION
EFT	Electronic Funds Transfer
EFT-EDI	Electronic Funds Transfer or Electronic Data Interchange
EHDI	Early Hearing Detection Intervention Tracking, Research, Integration
ELC	Epidemiology and Laboratory Capacity
EMA	Eligible Metropolitan Area
EMMA	Extended Medical Module Application
EMS	Emergency Medical Services
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
EPH	Environmental Public Health
E-PHI	Electronic Protected Health Information
EPHT	Environmental Public Health Tracking
EPI	Epidemiology
EPSDT	Early Periodic Screening, Diagnosis and Treatment
ER	Emergency Response
ERP	Enterprise Resource Planning
ERT	Evacuation Response Team
ESAR-VHP	Emergency Systems for Advance Registration of Volunteer Health Professionals
ESF	Emergency Support Function
ESU	Emergency Services Unit
ETV	Education and Training Voucher
ETVP	Education and Training Voucher Program
EWIDS	Early Warning Infectious Disease Surveillance
FAMIS	Family Assistance Management Information System
FAP	Family Assistance Program
FAR	Financial Allocation and Reporting
FARS	Financial Allocation and Reporting System
FAS	Financial Allocation System
FBO	Finance and Business Operations
FC	Foster Care
FC	Fund Code
FCA	Fund Code Assignment
FCS	Food and Consumer Service
FDA	Food and Drug Administration
FEMA	Federal Emergency Management Agency
FERN	Food Emergency Response Network
FF	Federal Fund
FFP	Federal Financial Participation
FFS	Fee-for-Service
FFY	Federal Fiscal Year
FIRS	Family Intervention and Reunification Services
FITWIC	Fit Women, Infants and Children
FMLA	Family Medical Leave Act
FMNP	Farmers' Market Nutrition Program
FNS	Food and Nutrition Service
FP	Family Planning
FPL	Federal Poverty Level
FQHC	Federally Qualified Health Center
FRED	Front End Fraud Referral

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New Hampshire Department of Health and Human Services
Public Assistance Cost Allocation Plan
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ACRONYM	DESCRIPTION
FS	Food Stamp Program
FS	Federal Share
FSNH	Family Support New Hampshire
FSS	Family Services Specialist
FTE	Full Time Equivalent
FWOC	Families With Older Children
GAAP	Generally Accepted Accounting Principles
GF	General Fund
GH	Glenclyff Home
GHRS	Government Human Resource System
GIS	Geographic Information System
GSC	Granite State College
GSDA	Granite State Data Archive
H/W	Hardware
HAN	Health Alert Network
HAZMAT	Hazard Materials
HCBC	Home and Community Based Care
HCBC-ECI	Home and Community Based Care for the Elderly and Chronically Ill
HCCSD	Home Care for Children with Severe Disabilities
HCFA	Health Care Financing Administration
HCFL	Health Care Facilities Licensing
HPCPS	Healthcare Common Procedure Coding System
HDS	Help Desk Services
HF	Health Facilities
HFA	Health Facilities Administration
HHA	Home Health Agency
HHS	Health and Human Services
HICEAS	Health Insurance Counseling, Education, Assistance Service
HIPAA	Health Insurance Portability and Accountability Act
HIPP	Health Insurance Premium Program
HIS	Hospital Information System
HIV	Human Immunodeficiency Virus
HMEP	Hazardous Materials Emergency Planning
HMO	Health Maintenance Organization
HNH	Healthy New Hampshire
HO	Health Objective
HotOps	Hotline Operations Team
HP	Health Promotion
HP2010	Healthy People 2010
HPAI	Highly Pathogenic Avian Influenza
HPCP	Health Policy Clinic Practice
HPP	Hospital Preparedness Program
HPSA	Health Professional Shortage Area
HR	Human Resources
HRSA	Health Resources and Services Administration
HSFO	Human Services Finance Officers
HSPR	Health Services Planning and Review
HSSCO	Head Start State Collaboration Office
HST	Hazmat Support Team

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ACRONYM	DESCRIPTION
HUD	Housing and Urban Development
I&R	Information and Referral
IAPD	Implementation Advance Planning Document
IAR	Interim Assistance Reimbursement
IAS	Internal Audit Services
ICCSVP	Involuntary Civil Commitment of Sexually Violent Predators
ICF	Intermediate Care Facility
ICPC	Interstate Compact for the Placement of Children
IDA	Individual Development Account
IDEA	Individuals with Disabilities Education Act
IDIP	Impaired Driver Intervention Program
IDP	Interim Disabled Parent
IEA	Involuntary Emergency Admission
IEP	Individual Education Plan
IFS	New Hampshire Integrated Financial System
IHS	Institute for Human Services
II	Title II, Ryan White Comprehensive AIDS Resources Emergency (CARE) Act
IIHI	Individually Identifiable Health Information
III-A	Title III-A of the Older Americans Act, Ombudsman
III-B	Title III-B of the Older Americans Act, Social Services and Transportation
III-C1	Title III-C1 of the Older Americans Act, Congregate Meals
III-C2	Title III-C2 of the Older Americans Act, Home Delivered Meals
III-D	Title III-D of the Older Americans Act, Health Promotion
III-E	Title III-E of the Older Americans Act, Family Caregivers
IPV	Intra-governmental Payment Voucher
IRB	Institutional Review Board
IRS	Internal Revenue Service
ISDN	Integrated Services Data Network
ISO	Individual Service Options
IT	Information Technology
ITO	Information Technology Operations
IV-A	Title IV-A of the Social Security Act, see TANF
IV-B	Title IV-B of the Social Security Act, see Family Preservation
IV-D	Title IV-D of the Social Security Act, see Child Support
IV-E	Title IV-E of the Social Security Act, see Foster Care
IVV	Internal Verification and Validation
JAIBG	Juvenile Accountability Incentive Block Grant
JHSYSC	John H. Sununu Youth Services Center
JJ	Juvenile Justice
JNHG	Jobs for New Hampshire Graduates
JOLT	Juvenile Offender Locator Team
JPP	Juvenile Probation and Parole
JPRO	Juvenile Probation and Parole Officer
KPI	Key Performance Indicator
LAN	Local Area Network
LITS	Laboratory Information Tracking System
LOG	Logistics Bureau
LRN	Laboratory Response Network
LRS	Licensing and Regulative Services

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ACRONYM	DESCRIPTION
LSU	Legal Services Unit
LTC	Long-Term Care
M & O	Maintenance and Operations
MA	Medical Assistance
MAP	Medical Assistance Payments
MAR	Management and Administrative Reporting
MBO	Medicaid Business Operations
MCD	Mosquito Control Districts
MCE	Managed Care Entity
MCH	Maternal and Child Health
MCO	Managed Care Organization
MCPW	Medical Coverage for Pregnant Women
MCSYS	Managed Care System
MDS	Minimum Data Set
MDSS	Medicaid Decision Support System
MEAD	Medicaid for Employed Adults with Disabilities
MFP	Money Follows the Person
MH	Mental Health
MHO	Minority Health Office
MHSIP	Mental Health Statistics Improvement Program
MI	Mental Illness
MIG	Medicaid Infrastructure Grant
MIPS	Millions of Instructions Per Second
MMA	Medicare Modernization Act
MMIS	Medicaid Management Information System
MMPPM	Medicare/Medicaid Policy and Program Management
MOA	Memorandum of Agreement
MOE	Maintenance of Effort
MOP	Multiple DWI Offender Intervention Detention Center Program
MOU	Memorandum of Understanding
MOW	Meals on Wheels
MQAPD	Management, Quality Assurance & Policy Development
MQIP	Medicaid Quality Incentive Program
MR	Mental Retardation
MSP	Medicare Savings Programs
MSS	Managed Support Service
MSW	Master of Social Work
NAMI	National Alliance for Mental Illness
NAPIS	National Aging Program Information System
NCANDS	National Child Abuse and Neglect Data System
NCP	Non-Custodial Parent
NCPCP	National Cancer Prevention and Control Program
NE	Non Eligibility
NECSSES	New England Child Support Enforcement System
NEDSS	National Electronic Disease Surveillance System
New HEIGHTS	New Hampshire Empowering Individuals to Get Help Transitioning to Self-Sufficiency
NF	Nursing Facility
NFCSP	National Family Caregivers Support Program
NFI	Northern Family Institute

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ACRONYM	DESCRIPTION
NH	New Hampshire
NHAIM	New Hampshire Automated Information Management System
NHCTC	New Hampshire Community Technical College
NHEP	New Hampshire Employment Program
NHES	New Hampshire Employment Security
NH First	New Hampshire Fundamental Improvements to Revitalize Systems/Services and Technology
NHH	New Hampshire Hospital
NHSLAN	New Hampshire Senior Legal Access Network
NHVRIN	New Hampshire Vital Records Information Network
NIMS	National Incident Management System
NIOSH	National Institute for Occupational Safety and Health
NPI	National Provider Identifier
NSIP	Nutrition Services Incentive Program
NT	New Technology
NTW	Networking
O & M	Operations and Maintenance
OA	Office of Administration
OAA	Old Age Assistance
OAA	Older Americans Act
OADP	Office of Alcohol and Drug Policy
OASDI	Old Age, Survivors, Disability Insurance
OASIS	Outcome and Assessment Information Set
OBO	Office of Business Operations
OBTP	Outcome Based Treatment Planning / Elderly
OCMHS	Office of Community Mental Health Services
OCOM	Office of the Commissioner
OCPD	Office of Community Planning and Development
OCPH	Office of Community and Public Health
OCR	Office of Civil Rights
OCSE	Office of Child Support Enforcement
OEP	Office of Emergency Preparedness
OES	Office of Emergency Services
OESS	Office of E-Health Standards and Services
OGAM	Office of Grants and Acquisition Management
OH	Oral Health
OHHS	Office of Homeless and Housing Services
OIG	Office of Inspector General
OII	Office of Improvement and Integrity
OIT	Office of Information Technology
OJJD	Office of Juvenile Justice and Delinquency Prevention
OJT	On the Job Training
OLTCOO	Other Long Term Care Ombudsman
OMB	Office of Management and Budget
OMBP	Office of Medicaid Business and Policy
OMMIS	Office of Medicaid Management Information Systems
OOA	Office of Administration
OOF	Office of Finance
OOS	Office of Operations Support
OOSPI	Office of Operations Support and Program Integrity

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ACRONYM	DESCRIPTION
OPAL	Office of Procurement, Assistance and Logistics
OPS	Operations Division
ORC	Operational Research Consultants
ORS	Operational Reporting System
OSHA	Occupational Safety and Health Administration
OSI	Office of Special Investigations
OT	Occupational Therapy
PA	Public Assistance
PA	Prior Authorization
PACAP	Public Assistance Cost Allocation Plan
PAID	Project to Avoid Increasing Delinquency
PANFLU	Pandemic Influenza
PAPD	Planning Advanced Planning Document
PASRR	Preadmission Screening and Resident Review
PATH	Projects for Assistance in Transition from Homelessness
PBM	Pharmacy Benefit Management
PC	Personal Computer
PCG	Public Consulting Group
PC/PE/PM	Process Continuum/Project Engineer/Project Manager
PDF	Preferred Drug List
Ped NSS	Pediatric Nutrition Surveillance System
PERM	Payment Error Rate Measurement
PHEP	Public Health Emergency Preparedness
PHI	Protected Health Information
PHIN	Public Health Information Network
PHL	Public Health Laboratories
PHS	Public Health Services
PIN	Personal Identification Number
PIO	Public Information Office
PNHS	Psychiatric Nursing Home Services
PNMI	Private Non-Medical Institution
PNSS	Pregnancy Nutrition Surveillance System
POS	Purchase of Services
PQA	Prior Quarter Adjustment
PR	Post Retirement
PRC	Psychiatric Research Center
PRESCR	Improving Prescription Practices
PRWORA	Personal Responsibility and Work Opportunity Reconciliation Act
PRVS	Preventive Health Block Grant (payment system)
PSN	Project Safe Neighborhood
PSSF	Promoting Safe and Stable Families
PSSMCE	Policy Studies, System Monitoring and Cost Evaluation of BBH Supported Services
PSU	Plymouth State University
PV	Payment Voucher
PVH	Preschool Vision and Hearing
QA	Quality Assurance
QAQI	Quality Assurance and Quality Improvement
QC	Quality Control
QDWI	Qualified Disabled Working Individual

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ACRONYM	DESCRIPTION
QIBBH	Quality Improvement for BBH Supported Services
QIO	Quality Improvement Organization
QMB	Qualified Medicare Beneficiaries
R/O	Risk Of
RADS	Radiological Administration Data System
RAPE	Rape Prevention and Education
RAS	Reporting and Analysis Services
RCSG	Real Choice Starter Grant
RDTs	Random Day Time Study
RE	Refugee
RFI	Request for Information
RFP	Request for Proposal
RHC	Rural Health Center
RMS	Random Moment Sampling
RN	Registered Nurse
RSA	Revised Statutes Annotated
RSAT	Residential Substance Abuse Treatment
RSS	Regional Support Services
RSVP	Retired Senior Volunteer Program
S/W	Software
SABG	Substance Abuse Block Grant
SACWIS	Statewide Automated Child Welfare Information System
SAMHSA	Substance Abuse and Mental Health Services Administration
SAPP	Substance Abuse Prevention Program
SARS	Severe Acute Respiratory Syndrome
SAU	School Administrative Unit
SBT	Sub Totaled
SCHIP	State Children's Health Insurance Program
SDI	Systems Development Initiative
SDM	Structured Decision Making
SDP	Staff Development Partnership
SDTB	Staff Development and Training Bureau
SDTU	Staff Development and Training Unit
SDU	State Disbursement Unit
SDX	State Data Exchange
SECCS	State Maternal and Child Health Early Childhood Comprehensive Systems Grants
SFY	State Fiscal Year
SHIP	State Health Insurance Assistance Program
SIG	State Incentive Grant
SIPOC	Supplier Input Process Output Customer
SLMB	Special Low-Income Medicare Beneficiaries
SME	Subject Matter Expert
SMP	Skilled Medical Professional
SMPP	Senior Medicare Patrol Project
SMS	Special Medical Services
SNF	Skilled Nursing Facility
SNHS	Southern New Hampshire Services
SNS	Strategic National Stockpile
SO	State Office

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ACRONYM	DESCRIPTION
SOF	Source of Funds
SOS	Secretary of State
SPA	State Plan Amendment
SPEDIS	Special Education Information System
SPF	Strategic Prevention Framework
SPP	State Performance Plan
SQL	Structured Query Language
SS	State Supplement
SSA	Social Security Administration
SSBG	Social Services Block Grant
SSI	Supplemental Security Income
SSN	Social Security Number
SSP	State Supplementary Payment
STD	Sexually Transmitted Diseases
SUD	Substance Use Disorders
SUR	Surveillance and Utilization Review
SURS	Surveillance and Utilization Review Subsystem
SVES	State Verification and Exchange System
SVP	Sexually Violent Predators
SWCAP	State-Wide Cost Allocation Plan
SWRE	State Welfare Reform Evaluation
SYSC	(John H.) Sununu Youth Services Center
TANF	Temporary Assistance for Needy Families
TANF-Incap	Temporary Assistance for Needy Families Incapacitated Parent
TAP	Transitional Assessment of Planning
TB	Tuberculosis
TBI	Traumatic Brain Injury
TCM	Targeted Case Management
TECMH	Training and Education for Community Mental Health Center Providers
TH	Transitional Housing
THS	Transitional Housing Services
TLAS	Time, Leave and Attendance System
TLFR	Time Limited Family Reunification
TPCP	Tobacco Prevention and Control Program
TPL	Third Party Liability
TPP	Teen Pregnancy Prevention
TSCA	Toxic Substances Control Act
TSG	Technical Support Group
TSR	Telecommunications Service Request
TSS	Technical Support Services
TWWIA	Ticket to Work and Work Incentive Improvement Act
UAD	Underage Drinking
UD	Underage Drinking
UNH	University of New Hampshire
UP	Unemployed Parent
USC	United States Code
USDA	United States Department of Agriculture
USDHHS	US Department of Health and Human Services
USDOE	United States Department of Education

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ACRONYM	DESCRIPTION
USDOJ	United States Department of Justice
USDOL	United States Department of Labor
USEPA	United States Environmental Protection Agency
USHUD	United States Department of Housing and Urban Development
V	Title V, see Children with Special Health Care Needs
VII	Title VII of the Social Security Act, see Food Stamps
VPD	Vaccine Preventable Disease
VPN	Virtual Private Network
VR	Vital Records
VRV	Vital Records Vision
VRV2000	Vital Records Vision 2000
VSE	Virtual Storage Extended
WAN	Wide Area Network
WDT	Web Development Team
WEP	Work Experience Placement
WIA	Workforce Investment Act
WIC	Women, Infants and Children
WINS	Windows Internet Naming System
WRQS	Web Reporting Query System
WSD	Web Services Division
X	Title X of the Public Health Service Act, see Family Planning
XIX	Title XIX of the Social Security Act, see Medicaid
XVIII	Title XVIII of the Social Security Act, see Medicare
XX	Title XX of the Social Security Act, see SSBG
XXI	Title XXI of the Social Security Act, see CHIP and SCHIP
YC	Youth Counselor
YDC	Youth Development Center
YDSU	Youth Detention Services Unit
YPI	Youth Permanency Initiative

Then

ORGANIZATION CHART OF HEALTH AND HUMAN SERVICES

Executive Management

Office of the
Commissioner
1.0

Tobey School

1.1

Public Information
Office

1.2

Emergency Services
Unit

1.3

Office of Alcohol
and Drug Policy

1.4

Programmatic Units

Office of Medicaid
Business and Policy
2.1

Division of Public
Health Services
2.2

Division of Family
Assistance
2.3

Division for Children,
Youth and Families
2.4

Division for Juvenile
Justice Services
2.5

Division of Community
Based Care Services
2.6

Division of Child
Support Services
2.7

Glenclyff Home
2.8

New Hampshire
Hospital
2.9

Administrative and Support Services

Office of Operations
Support
3.1

Bureau of
Administration
3.2

Office of Business
Operations
3.3

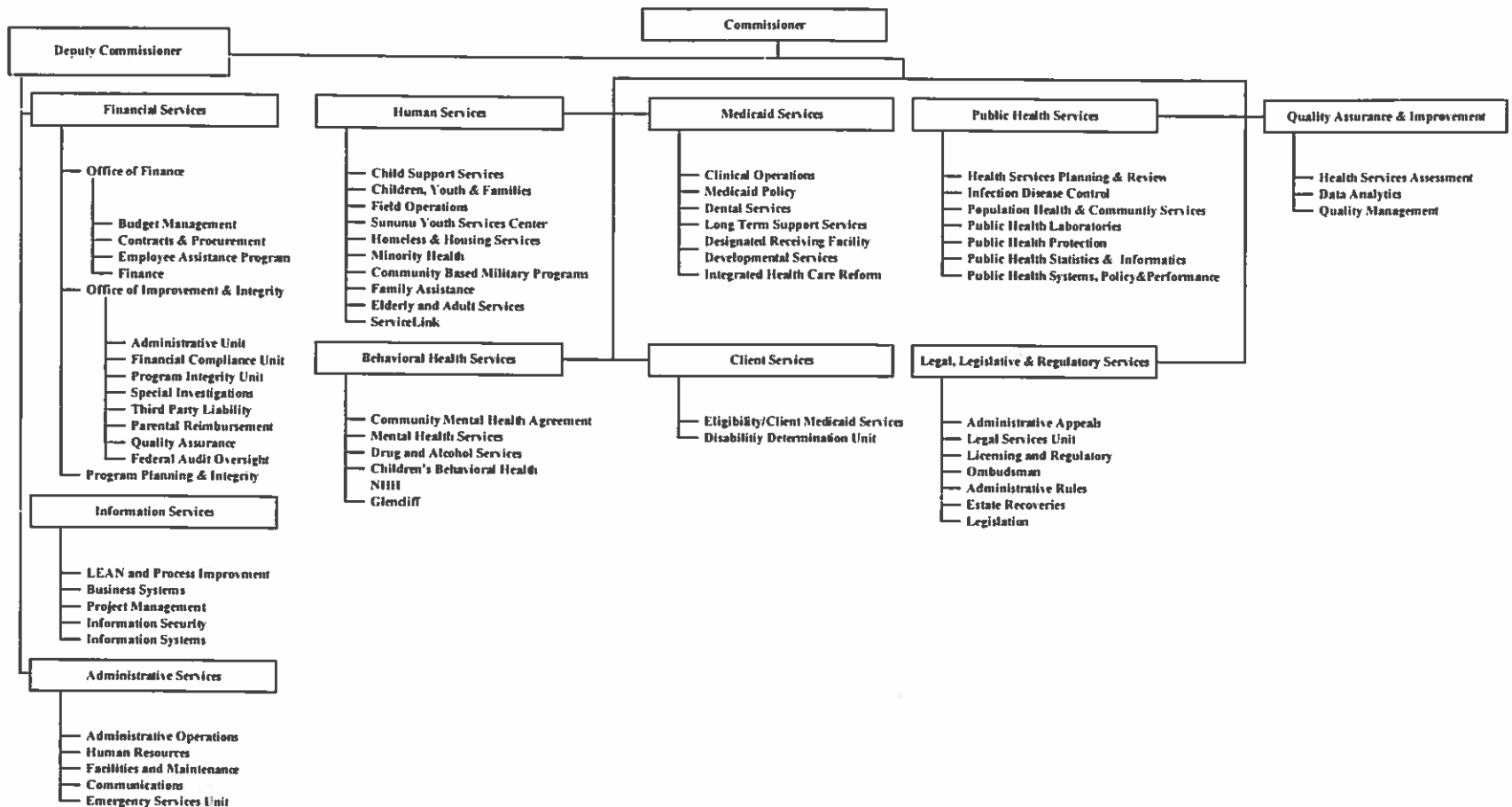
Office of
Improvement and
Integrity
3.4

Bureau of Human
Resource
Management
3.5



DHHS Organizational Chart

Department of Health and Human Services Services and Functions



New Hampshire Department of Health and Human Services

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